

EXHIBIT J

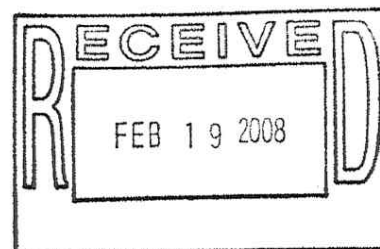
THE HUGHES LAW FIRM

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CONSUMER AND COMMERCIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

12 February 2008

Mr. Dean Whitehouse
Senior Corporate Counsel
3Com Corporation
350 Campus Drive
Marlborough, MA 01752-3064



Re: 3Com[®] Power of \$Zero[™] Solution:
3Com Power of \$Zero[™] Customer Agreement dated 26 August
2005 ("3Com POZ Agreement"), and Business Communications
Equipment Lease dated 26 August 2005 ("3Com POZ Lease")

Dear Mr. Whitehouse:

This firm represents Evans, Ewan & Brady Insurance Agency, Inc. ("EEB") concerning its claims arising out of the 3Com POZ Agreement and the 3Com POZ Lease, referenced above. All further communications regarding this matter should be directed to the undersigned.

This letter is provided as formal notice of demand, pursuant to Section 17.505(a) of the Texas Deceptive Trade Practices--Consumer Protection Act ("DTPA"). No later than after the expiration of sixty (60) days from the date you receive this letter, EEB will file a lawsuit against 3Com Corporation ("3Com"). To avoid such a lawsuit, 3Com may settle this claim by tendering a written offer of settlement as follows, compensating EEB for damages and attorneys' fees incurred to date:

- Payment of \$27,000.00, as compensation for the amount that EEB has paid and will be required to pay over the term of the 3Com POZ Agreement and the 3Com POZ Lease (the amounts currently alleged as remaining payable under the 3Com POZ Lease), in order to obtain the benefits and remedies that EEB purchased in accordance with the 3Com[®] Power of \$Zero[™] Solution, including the 3Com POZ Agreement and the 3Com POZ Lease; and
- Payment of \$3,000.00 in attorneys' fees and related costs and expenses that EEB has incurred in retaining this firm to review pertinent documents and prepare this demand.

Mr. Dean Whitehouse
12 February 2008
Page 2

The offer to settle for this amount will be withdrawn upon the expiration of the sixty (60) day period.

FACTUAL BACKGROUND

In 2005, Network Logistic, Inc. ("NLI"), a 3Com "Voice Authorized Partner" approached EEB concerning the replacement of the telephone system at its facility. EEB was provided with a presentation on the 3Com Power of \$Zero™ Solution, promoted as a viable, cost-effective alternative to a traditional equipment sale (requiring that EEB continue to maintain one or more separate agreements with other vendors for the delivery of its telecom and data services). Persuaded by the promotional materials describing the program's numerous benefits, and relying upon 3Com's name and reputation, EEB purchased the 3Com Power of \$Zero™ Solution. That decision was based upon 3Com's numerous representations:

In its literature and on its website, 3Com urged customers to "entrust your telecom services to the 3Com Power of \$Zero program." Relying upon the 3Com name, and sold on the purported benefits of the 3Com Power of \$Zero™ Solution, on 26 August 2005, EEB executed the 3Com POZ Agreement, and, as part of this same transaction, executed the 3Com POZ Lease, covering the "3Com NBX Telephone System."

Numerous failures occurred in connection with the delivery of both the telecom and data equipment and services. Completely dissatisfied with voice quality and performance, in March of 2006, EEB elected to invoke the "Good Cause" provision of the 3Com POZ Agreement, returning the equipment, and canceling the obligations encompassed in the 3Com Power of \$Zero™ Solution. Thereafter, EEB's telecom and data services were transferred to other providers, and the equipment was removed from the premises, and replaced with a different phone system.

Between March of 2006 and the Fall of 2007, 3Com's provisioning partner remitted payments alleged due under the 3Com POZ Lease. However, EEB recently received notice that 3Com's provisioning partner would no longer remit such payments. Consequently, EEB is now faced with the prospect of having to remit payments to De Lage Landen Financial Services ("DLL") for the remaining payments alleged due under the 3Com POZ Agreement and 3Com POZ Lease.

Under these circumstances, EEB will incur damages of approximately \$28,000.00. (There are 37 remaining payments at \$755.95 each, for a total of \$27,970.15, and the net buyout is \$28,323.70.)

Mr. Dean Whitehouse
12 February 2008
Page 3

COMPLAINTS AND CLAIMS

EEB's complaints against 3Com include:

- 3Com represented that the 3Com® Power of \$Zero™ Solution was a 3Com program, and that 3Com would stand behind the goods and services to be provided under the program, making certain they were delivered in accordance with the express and implied representations.
- 3Com represented that EEB *could rely upon certain 3Com "solutions"* including, the 3Com Power of \$Zero™ Solution – which was described as an “innovative, new financial program.”
- 3Com represented the vendors it selected to provide equipment and services under the 3Com® Power of \$Zero™ Solution were competent and qualified to provide that equipment and services, and would provide such equipment and services in accordance with industry standards.
- 3Com represented that by purchasing the 3Com® Power of \$Zero™ Solution, EEB could transform its recurring expenses into a profit center, and *help reduce its telecom and 3Com equipment expenses to zero.*
- 3Com represented that the 3Com® Power of \$Zero™ Solution, included a \$Zero Cost Warranty, providing for the administration and delivery of telecom and data services in the event that 3Com's selected provisioning partner became insolvent.
- 3Com represented that by purchasing the 3Com® Power of \$Zero™ Solution, EEB's monthly payment for telecom and data equipment and services would not change.
- 3Com represented that the 3Com® Power of \$Zero™ Solution, included a provision that if Good Cause was established, EEB could cancel the 3Com POZ Agreement, in which case any remaining obligations under the 3Com POZ Lease would be discharged, releasing EEB from all further obligations.

Mr. Dean Whitehouse
12 February 2008
Page 4

EEB's claims against 3Com stem from the following statutory and common law duties.

Texas Deceptive Trade Practices - Consumer Protection Act

- TEX. BUS. & COM. CODE §17.50(a)(1);
- TEX. BUS. & COM. CODE §17.46(b), subparts (2), (3), (4) (5), (7), (12), (14) and (20);
- TEX. BUS. & COM. CODE §17.50(a)(2);
- TEX. BUS. & COM. CODE §17.50(a)(3);

Violations of Common Law Duties

- *Negligence per se* for unexcused violations of the statutes listed above; and
- Negligent Misrepresentation.

DAMAGES

As a result of 3Com's acts and omissions, as described above, EEB has incurred damages as follows:

- \$28,323.70 - the amount that EEB has paid and will be required to pay over the term of the 3Com POZ Agreement and the 3Com POZ Lease (the amounts currently alleged as remaining payable under the 3Com POZ Lease), in order to obtain the benefits and remedies that EEB purchased in accordance with the 3Com® Power of \$Zero™ Solution, including the 3Com POZ Agreement and the 3Com POZ Lease; and
- \$3,000.00 in attorneys' fees and related costs and expenses that EEB has incurred in retaining this firm to review pertinent documents and prepare this demand.

Mr. Dean Whitehouse
12 February 2008
Page 5

OFFER TO SETTLE

Section 17.50 of the DTPA allows a consumer who prevails under the DTPA to recover up to three times the actual damages, together with court costs and attorneys' fees. Pursuant to Section 17.5052 of the DTPA, 3Com and MSNB have the opportunity to avoid the multiplying of damages if the actual damages and reasonable attorneys' fees are tendered, in a written offer of settlement within the prescribed time period. The settlement offer must be received within sixty (60) days after receipt of notice of claim and formal demand.

In order to resolve this matter, EEB is willing to forego all damages attributable to the wrongful and tortious conduct described above in consideration for:

- Payment of \$27,000.00, as compensation for the amount that EEB has paid and will be required to pay over the term of the 3Com POZ Agreement and the 3Com POZ Lease (the amounts currently alleged as remaining payable under the 3Com POZ Lease), in order to obtain the benefits and remedies that EEB purchased in accordance with the 3Com® Power of \$Zero™ Solution, including the 3Com POZ Agreement and the 3Com POZ Lease; and
- Payment of \$3,000.00 in attorneys' fees and related costs and expenses that EEB has incurred in retaining this firm to review pertinent documents and prepare this demand.

If 3Com fails to tender a written settlement offer within sixty (60) days from the date you receive this letter, EEB intends to file a lawsuit to recover all applicable damages. In that event, the jury will be asked to award actual damages, treble damages, statutory penalties, all court costs, reasonable attorneys' fees, and interest on these amounts at the maximum lawful rate under the provisions of the DTPA, and the common or statutory laws of the State of Texas. If it is necessary to litigate this matter, the amount of attorneys' fees and related expenses for which 3Com will be liable will increase significantly.

Mr. Dean Whitehouse
12 February 2008
Page 6

SUSPENSION OF PAYMENTS

In addition, and by copy of this letter to Mr. Peter Ochroch, EEB is also requesting that all amounts alleged as due and owing under the 3Com POZ Lease be suspended, and that DLL enter an agreement that until this matter is resolved:

- DLL shall not seek to collect the monthly payment under the 3Com POZ Lease;
- Any amounts claimed as due and owing under the 3Com POZ Lease shall not accrue any additional interest, penalty, late fees, or the like; and
- DLL shall not report any adverse credit information to any credit reporting agency as a consequence of this suspended payment arrangement.

Should you care to discuss this matter, please do not hesitate to call.

Sincerely,



Simon H. Hughes

SHH/ap

cc: Mr. Peter Ochroch – De Lage Landen Financial Services
Mr. Kenneth Ewan
Ms. Paulette Kamrath